

**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Stebel No. \_\_\_\_\_ Page 1

Customer Name: H-COMMERCE  
Contract Number: BSLD-1205-135  
Proposal Date: December 9, 2005

The customer identified above (the "Customer") hereby agrees to purchase from BellSouth Long Distance, Inc. ("BellSouth Long Distance"), the telecommunications services described herein (the "Services"). For ease of reference, BellSouth Long Distance shall be referred to herein as "BellSouth".

All terms not defined in this CPA and used in this CPA are defined in the applicable Governing Document(s) (defined below). The rates, discounts and other terms and conditions applicable to the Services are set forth in, and governed by, this CPA, including related Service order forms and/or promotion forms, and the following documents (referred to, collectively, as the "Governing Documents"): (a) the relevant BellSouth Long Distance Pricing Guide(s) for Services purchased from BellSouth Long Distance which are not subject to tariff, and the BellSouth Long Distance state tariffs, or similar documents required by the state regulatory body with jurisdiction over the Services for BellSouth Long Distance's regulated Services. The Governing Document applicable to BellSouth Long Distance's interstate Services is the BellSouth Long Distance Complex Business Interstate Pricing Guide. The Governing Documents applicable to BellSouth Long Distance intrastate Services are the applicable state tariffs or state pricing guides where the intrastate Services are provided.<sup>1</sup> Each Governing Document applicable to the Services purchased hereunder is hereby incorporated into this CPA by reference and may be amended by BellSouth from time to time. Where the terms and conditions of the Governing Documents are inconsistent with the provisions of this CPA, the terms of this CPA shall govern the terms and conditions of the Service. In the event this CPA is attached to a BellSouth Business Master Agreement ("BBMA"), where the terms and conditions of the BBMA are inconsistent with the provisions of this CPA, the terms and conditions of this CPA shall govern the terms and conditions of the service.

Customer is not relying upon any representations or promises not included in this CPA, or the Governing Documents, in executing this CPA.

This CPA, the applicable Governing Document(s), the Information Exchange Agreements between the parties (the "NDA"), and, where applicable, the BBMA, represent the entire understanding between the Customer and BellSouth regarding the Services and shall supersede all prior proposals, agreements, promotions, understandings, negotiations and discussions, whether oral or written, relating to equivalent Services.

This CPA and any information concerning its terms and conditions are the confidential and proprietary information of the parties and shall be governed by the terms of the NDA, incorporated herein by reference. The term of the NDA shall be extended to be coterminous with the Term of this CPA.

To the extent permissible under applicable law, regulation or tariff, this CPA and the Governing Documents, shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to its conflict of laws provisions. BellSouth may assign this CPA at any time to a parent, subsidiary, subsidiary of its parent or any of its or its parent's affiliates, subject to any applicable federal or state notice requirements.

<sup>1</sup> The BellSouth Long Distance Complex Business Services Interstate Pricing Guide and all of the other BellSouth Long Distance pricing guides are available at <http://www.tariffs.ncs/bstd/index.nxy>. In addition, copies of all the Governing Documents are available during normal business hours, at BellSouth Long Distance's main office at 400 Perimeter Center Terrace, Suite 350, Atlanta, Georgia 30346.

**BellSouth Proprietary Information**  
**RESTRICTED**



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Siebel No. \_\_\_\_\_ Page 2

Customer Name: E-COMMERCE  
Contract Number: BSLD-1205-135  
Proposal Date: December 9, 2005

1. **SERVICES:** Customer hereby agrees to purchase Services from the BellSouth Business Class Family of Services product offering, which currently includes (a) the following Services provided by BellSouth Long Distance, Inc.: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service ("Dedicated Access"), BellSouth® Long Distance Private Line Service ("Private Line"), BellSouth® Long Distance ATM Service, BellSouth® Long Distance Frame Relay Service and BellSouth® Long Distance Local Frame Relay Service.

The Services listed above may be provided to Customer through BellSouth's purchase for resale of underlying network capacity from one or more network providers. The terms and conditions of any agreement between BellSouth and an underlying network provider, including the identity of the network provider, are confidential. In the event that BellSouth provisions Services through an underlying network provider, BellSouth, in its sole discretion, shall determine the network provider through which to provision such Services. All Services pursuant to this CPA are offered subject to the availability of the service components required.

By executing this CPA, Customer certifies that greater than 10% of the traffic on all BellSouth Dedicated Access, BellSouth Long Distance Frame Relay and BellSouth Long Distance ATM services purchased under this agreement is interstate, with the following exceptions: Customer certifies that the Frame Relay service it is transferring from BellSouth Telecommunications, Inc. (BST) is at least 90% intrastate and that Local Frame Relay service provided by BellSouth Long Distance to Customer locations in Independent Telephone Company service areas that is connected directly to the BellSouth Long Distance Local Frame Relay service network is at least 90% intrastate. Customer further certifies that at least 90% of the traffic over BellSouth Long Distance Private Line services purchased and designated as intrastate in this enrollment form is intrastate. Customer also certifies that greater than 10% of the traffic over BellSouth Long Distance Private Line services purchased and designated as interstate in this enrollment form is interstate.

2. **TERM and TERMINATION:** The Term of this CPA shall be 36 months, including an initial 3 month Ramp Up Period, from the Commencement Date.

After the expiration of the Initial Term or any subsequent Renewal Terms, this CPA shall automatically renew for an additional one year renewal term (each, a "Renewal Term") under the same terms and conditions in effect under this CPA, unless Customer or BellSouth provides written notice of its intent not to renew this CPA at least sixty (60) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

A Party may terminate this CPA upon the other Party's failure to cure any of the following within thirty (30) days after written notice thereof: (a) the insolvency, arrangement with creditors, receivership or dissolution of the other Party; (b) the institution of bankruptcy proceedings by or against the other Party; (c) Customer's assignment or attempted assignment of this CPA or any interest therein; or (d) a final order by a government entity with appropriate jurisdiction that a Service or the relationship hereunder is contrary to law or regulation.

A Party may terminate this CPA upon the other Party's failure to cure a material breach of this CPA, other than breaches described below, within forty-five (45) days after written notice thereof.

If Customer breaches a payment provision, BellSouth may, at its option and in addition to other remedies available in law or equity, take one or more of the following steps: (i) refuse to accept additional orders for Service; (ii) refuse to install new Service types or Service locations; (iii) disconnect or block ANIs, circuits, or other Service elements; (iv) discontinue promotional discounts and International discount rates for Services provided until Customer is in full compliance with this CPA; or (v) terminate this CPA upon thirty (30) days' prior written notice to Customer.

**BellSouth Proprietary Information**  
**RESTRICTED**



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Siebel No. \_\_\_\_\_ Page 3

Customer Name: E-COMMERCE  
Contract Number: BSLD-1205-135  
Proposal Date: December 9, 2005

3. **MINIMUM SERVICE COMMITMENT ("MSC").** During the Initial Term and any Renewal Term of this CPA, exclusive of any applicable Ramp Up Period, Customer hereby agrees that its Minimum Annual Commitment ("MAC") shall be \$55,000 in NET billed revenue per Contract Year.

4. **SERVICE RESTRICTIONS.** In addition to Customer's MSC, Customer must meet the following condition:

A. Customer must be a new BellSouth Long Distance Customer.

B. During each month of the Term following the Ramp Up Period, Customer must maintain at least one BellSouth Domestic Dedicated Access Service local channel at each NPA-NXX, or successor NPA-NXX due to the introduction of a new area code, listed in the Dedicated Access pricing section of Attachment A.

5. **GENERAL CONDITIONS - PRICING.**

5.1. **Rates:** BellSouth will charge Customer and Customer shall pay, a fixed Net Effective Usage Rate, inclusive of all Term and Volume discounts, in the applicable amount from Attachment A to this CPA, for all Services shown in Attachment A. All Services not priced in Attachment A of this CPA will receive Volume and Term discounts in accordance with BellSouth's standard rates as designated in the Governing Documents for a 3 year, \$10,000 per month MSC.

5.2. **Additional Dedicated Access Pricing:** For additional NPA-NXXs not listed in the Dedicated Access Pricing Section of Attachment A, Customer will receive 20% off monthly base tariff rates as listed in the Governing Documents, for each BellSouth Domestic Dedicated Access Service line (excluding ACF and COC charges) installed or in service during the Term.

5.3. **ACF/COC Waiver:** BellSouth will waive 75% of the monthly recurring ACF charges and 100% of the monthly recurring COC charges on BellSouth-provided, Domestic Local access lines installed or in service during the Term.

5.4. **Installation Waivers:**

A. BellSouth will waive the following installation charges:

1. BellSouth Domestic Dedicated Access Service Lines (including non-recurring ACF and COC)
2. Domestic BellSouth Long Distance Frame Relay Service Ports and PVCs
3. Domestic BellSouth Long Distance Local Frame Relay Service PSLs, PSL-Es, ISALs, Ports, and PVCs.
4. Domestic BellSouth Long Distance ATM Service Ports and PVCs.

Customer must use any local access lines, PVCs, and ports, receiving installation waivers under this section for 12 continuous months. If Customer disconnects any local access line, PVC, or port receiving an installation waiver before the end of 12 months, Customer will pay BellSouth 100% of the waived installation charges.

B. BellSouth will waive the Non-Recurring Charges ("NRC") in the applicable amount, as defined in the Governing Documents, for the inter-exchange portion of each interstate or intrastate BellSouth Long Distance Private Line channel, installed or in service during the Term at the speeds shown in Attachment A. Each channel is subject to a Circuit Minimum Service Term ("CMST"). Channels with bandwidths of DS1 and lower are subject to a CMST of 6 months. Channels with bandwidths of DS3 or greater are subject to a CMST of 1 year. BellSouth will charge Customer, and Customer shall pay, all waived NRCs associated with a Private Line channel which has not fulfilled the CMST upon termination of the Customer's CPA or upon disconnect of such Private Line channel.

**BellSouth Proprietary Information**  
**RESTRICTED**



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Schedule No. \_\_\_\_\_ Page 4

Customer Name: E-COMMERCE  
Contract Number: BSLD-1205-135  
Proposal Date: December 9, 2005

**6. OTHER TERMS AND CONDITIONS.**

A. Services are for use by Customer only and are not available for resale.

B. By executing this CPA, Customer hereby grants a Letter of Agency to BellSouth to act on its behalf for ordering access services and affirms its exempt status with regard to Special Access as defined in Section 7.4 of the BellSouth Long Distance Pricing Guide.

Any product or Service provided to Customer by BellSouth during the Term that is not the subject of fixed or discounted pricing under this CPA; is not a Service identified in Section 1 of this CPA; or is not the subject of a separate written agreement between the parties, shall be billed to Customer by BellSouth in accordance with the relevant Governing Document applicable to such product or Service.

**Commencement Date**

In order to become effective, this CPA must be executed by a duly authorized representative of Customer and delivered to an authorized representative of BellSouth within thirty (30) days of the Proposal Date stated above; and thereafter executed by a duly authorized representative of BellSouth. This CPA shall be effective upon the signature date of the last party to sign and the Term shall commence on the first day of the next billing month following the earlier to occur of: (1) Ninety (90) days after this CPA is signed by both Parties; or (2) the date on which a Service Component ordered hereunder is installed at a Customer location or activated in the case of calling card. For purposes of this CPA, a "Service Component" shall mean a Service port, PVC, private line, dedicated access circuit, packet service line, PIC change, or activation of calling card. Any modification(s), interconnection(s), addition(s) supplement(s) and/or other change(s) to this CPA by Customer is subject to subsequent approval by a duly authorized representative of BellSouth.

<b>BELLSOUTH BUSINESS SYSTEMS, INC. on behalf of</b> <b>BELLSOUTH LONG DISTANCE, INC.</b>	<b>CUSTOMER FULL LEGAL BUSINESS NAME: E-COMMERCE</b>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Printed Name: Ron Friday	Printed Name: <u>Samir Said</u>
Title: Sr. Director, Pricing and Policy Strategy	Title: <u>Executive Manager</u>
Date: <u>1/25/06</u>	Date: <u>01/05/06</u>
Address: 2180 Lake Blvd Atlanta, GA 30319	Address: <u>Neuhafenstr. 1</u> <u>A-4240 Freischlag</u>

BellSouth Proprietary Information  
RESTRICTED

APPROVED  
BSLD GPA  
[Signature]  
1-23-06

TARIFF BRANCH  
**RECEIVED**  
2/10/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Siebel No. \_\_\_\_\_

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Customer Name: F-COMMERCE  
Contract Number: BSLD-1205-135  
Proposal Date: December 9, 2005

**ATTACHMENT A: PRICE SHEET**

BellSouth will charge Customer, and Customer shall pay, a fixed Net Effective rate in the applicable amount from the rate tables listed below for its BellSouth Long Distance Services Charges. The rates listed below are inclusive of all standard Term/Volume discounts set forth in the Governing Documents applicable to the BellSouth Long Distance Services listed. All other rates, taxes, surcharges and/or fees not specifically referenced herein, will be priced in accordance with the Governing Documents.

**Domestic Voice - Interstate / Intrastate:**

Jurisdiction	Outbound Dedicated
Kentucky	\$0.0400

**Voice International Outbound (IDD) (Excl. Wireless):**

**(Other Non-Jurisdictional Rates)**

The following Monthly Recurring Charges (MRC) will apply for each interstate Dedicated Access local channel at the NPA-NXXs listed below:

**(Non-Jurisdictional NPA/NXX Information)**

*\*\* Note: Dedicated Access Monthly Recurring Charges (MRC) listed above are exclusive of all ACF / COC charges, if applicable. BellSouth will waive 75% of the monthly recurring ACF charges and 100% of the monthly recurring COC charges on BellSouth-provided, Domestic Local access lines installed or in service during the Term.*

*\*\* Note: ACF / COC charges do NOT apply to the Out-of-Region NetVPN Access Connection (MRCs) listed above.*



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Sicbel No. \_\_\_\_\_

Page 1

Customer Name: LA Weightloss  
Contract Number: BSLD-0106-168  
Proposal Date: January 19, 2006

The customer identified above (the "Customer") hereby agrees to purchase from BellSouth Long Distance, Inc. ("BellSouth Long Distance"), the telecommunications services described herein (the "Services"). For ease of reference, BellSouth Long Distance shall be referred to herein as "BellSouth".

All terms not defined in this CPA and used in this CPA are defined in the applicable Governing Document(s) (defined below). The rates, discounts and other terms and conditions applicable to the Services are set forth in, and governed by, this CPA, including related Service order forms and/or promotion forms, and the following documents (referred to, collectively, as the "Governing Documents"): (a) the relevant BellSouth Long Distance Pricing Guide(s) for Services purchased from BellSouth Long Distance which are not subject to tariff, and the BellSouth Long Distance state tariffs, or similar documents required by the state regulatory body with jurisdiction over the Services for BellSouth Long Distance's regulated Services. The Governing Document applicable to BellSouth Long Distance's interstate Services is the BellSouth Long Distance Complex Business Interstate Pricing Guide. The Governing Documents applicable to BellSouth Long Distance intrastate Services are the applicable state tariffs or state pricing guides where the intrastate Services are provided. Each Governing Document applicable to the Services purchased hereunder is hereby incorporated into this CPA by reference and may be amended by BellSouth from time to time. Where the terms and conditions of the Governing Documents are inconsistent with the provisions of this CPA, the terms of this CPA shall govern the terms and conditions of the Service. In the event this CPA is attached to a BellSouth Business Master Agreement ("BBMA"), where the terms and conditions of the BBMA are inconsistent with the provisions of this CPA, the terms and conditions of this CPA shall govern the terms and conditions of the service.

Customer is not relying upon any representations or promises not included in this CPA, or the Governing Documents, in executing this CPA.

This CPA, the applicable Governing Document(s), the Information Exchange Agreements between the parties (the "NDA"), and, where applicable, the BBMA, represent the entire understanding between the Customer and BellSouth regarding the Services and shall supersede all prior proposals, agreements, promotions, understandings, negotiations and discussions, whether oral or written, relating to equivalent Services.

This CPA and any information concerning its terms and conditions are the confidential and proprietary information of the parties and shall be governed by the terms of the NDA, incorporated herein by reference. The term of the NDA shall be extended to be coterminous with the Term of this CPA.

To the extent permissible under applicable law, regulation or tariff, this CPA and the Governing Documents, shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to its conflict of laws provisions. BellSouth may assign this CPA at any time to a parent, subsidiary, subsidiary of its parent or any of its or its parent's affiliates, subject to any applicable federal or state notice requirements.

<sup>1</sup> The BellSouth Long Distance Complex Business Services Interstate Pricing Guide and all of the other BellSouth Long Distance pricing guides are available at <http://www.tariffs.net/bsla/index.mv>. In addition, copies of all the Governing Documents are available during normal business hours, at BellSouth Long Distance's main office at 400 Perimeter Center Terrace, Suite 350, Atlanta, Georgia 30346.

**BellSouth Proprietary Information**  
**RESTRICTED**



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Siebel No. \_\_\_\_\_

Page 2

Customer Name: LA Weightloss  
Contract Number: BSLD-0106-168  
Proposal Date: January 19, 2006

1. **SERVICES:** Customer hereby agrees to purchase Services from the BellSouth Business Class Family of Services product offering, which currently includes (a) the following Services provided by BellSouth Long Distance, Inc.: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service ("Dedicated Access"), BellSouth® Long Distance Private Line Service ("Private Line"), BellSouth® Long Distance ATM Service, BellSouth® Long Distance Frame Relay Service and BellSouth® Long Distance Local Frame Relay Service.

The Services listed above may be provided to Customer through BellSouth's purchase for resale of underlying network capacity from one or more network providers. The terms and conditions of any agreement between BellSouth and an underlying network provider, including the identity of the network provider, are confidential. In the event that BellSouth provisions Services through an underlying network provider, BellSouth, in its sole discretion, shall determine the network provider through which to provision such Services. All Services pursuant to this CPA are offered subject to the availability of the service components required.

By executing this CPA, Customer certifies that greater than 10% of the traffic on all BellSouth Dedicated Access, BellSouth Long Distance Frame Relay and BellSouth Long Distance ATM services purchased under this agreement is interstate, with the following exceptions: Customer certifies that the Frame Relay service it is transferring from BellSouth Telecommunications, Inc. (BST) is at least 90% intrastate and that Local Frame Relay service provided by BellSouth Long Distance to Customer locations in Independent Telephone Company service areas that is connected directly to the BellSouth Long Distance Local Frame Relay service network is at least 90% intrastate. Customer further certifies that at least 90% of the traffic over BellSouth Long Distance Private Line services purchased and designated as intrastate in this enrollment form is intrastate. Customer also certifies that greater than 10% of the traffic over BellSouth Long Distance Private Line services purchased and designated as interstate in this enrollment form is interstate.

2. **TERM and TERMINATION:** The Term of this CPA shall be 36 months, including an initial 3 month Ramp Up Period, from the Commencement Date.

After the expiration of the Initial Term or any subsequent Renewal Terms, this CPA shall automatically renew for an additional one year renewal term (each, a "Renewal Term") under the same terms and conditions in effect under this CPA, unless Customer or BellSouth provides written notice of its intent not to renew this CPA at least sixty (60) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

A Party may terminate this CPA upon the other Party's failure to cure any of the following within thirty (30) days after written notice thereof: (a) the insolvency, arrangement with creditors, receivership or dissolution of the other Party; (b) the institution of bankruptcy proceedings by or against the other Party; (c) Customer's assignment or attempted assignment of this CPA or any interest therein; or (d) a final order by a government entity with appropriate jurisdiction that a Service or the relationship hereunder is contrary to law or regulation.

A Party may terminate this CPA upon the other Party's failure to cure a material breach of this CPA, other than breaches described below, within forty-five (45) days after written notice thereof.

If Customer breaches a payment provision, BellSouth may, at its option and in addition to other remedies available in law or equity, take one or more of the following steps: (i) refuse to accept additional orders for Service; (ii) refuse to install new Service types or Service locations; (iii) disconnect or block ANIs, circuits, or other Service elements; (iv) discontinue promotional discounts and international discount rates for Services provided until Customer is in full compliance with this CPA; or (v) terminate this CPA upon thirty (30) days' prior written notice to Customer.

**BellSouth Proprietary Information**  
**RESTRICTED**



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Siebel No. \_\_\_\_\_

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Customer Name: LA Weightloss  
Contract Number: BSLD-0106-168  
Proposal Date: January 19, 2006

3. **MINIMUM SERVICE COMMITMENT ("MSC").** During the Initial Term and any Renewal Term of this CPA, exclusive of any applicable Ramp Up Period, Customer hereby agrees that its Minimum Monthly Commitment ("MMC") shall be \$1,000 in gross billed revenue per Contract Month.

4. **SERVICE RESTRICTIONS.** In addition to Customer's MSC, Customer must meet the following conditions:

A. Customer must be a new BellSouth Long Distance Customer.

B. In order for this CPA to remain valid, Customer must execute other BellSouth 36 month agreements within 30 days of the Proposal Date of this CPA for a minimum of 24 ADSL circuits and 110 1FB business lines.

5. **GENERAL CONDITIONS PRICING.**

5.1 **Rates:** BellSouth will charge Customer and Customer shall pay, a fixed Net Effective Usage Rate, inclusive of all Term and Volume discounts, in the applicable amount from Attachment A to this CPA, for all Services shown in Attachment A. All Services not priced in Attachment A of this CPA will receive Volume and Term discounts in accordance with BellSouth's standard rates as designated in the Governing Documents for a 3 year, \$1,000 per month MSC.

5.2 **Additional Dedicated Access Pricing:** For additional NPA-NXXs not listed in the Dedicated Access Pricing Section of Attachment A, Customer will receive 20% off monthly base tariff rates as listed in the Governing Documents, for each BellSouth Domestic Dedicated Access Service Line (excluding ACF and COC charges) installed or in service during the Term.

5.3 **ACF/COC Waiver:** BellSouth will waive 75% of the monthly recurring ACF charges and 100% of the monthly recurring COC charges on BellSouth-provided, Domestic Local access lines installed or in service during the Term.

5.4 **Installation Waivers:**

A. BellSouth will waive the following installation charges:

1. BellSouth Domestic Dedicated Access Service lines (including non-recurring ACF and COC)
2. Domestic BellSouth Long Distance Frame Relay Service Ports and PVCs
3. Domestic BellSouth Long Distance Local Frame Relay Service PSLs, PSL-Es, ISALs, Ports, and PVCs.
4. Domestic BellSouth Long Distance ATM Service Ports and PVCs.

Customer must use any local access lines, PVCs, and ports, receiving installation waivers under this section for 12 continuous months. If Customer disconnects any local access line, PVC, or port receiving an installation waiver before the end of 12 months, Customer will pay BellSouth 100% of the waived installation charges.

B. BellSouth will waive the Non-Recurring Charges ("NRC") in the applicable amount, as defined in the Governing Documents, for the inter-exchange portion of each interstate or intrastate BellSouth Long Distance Private Line channel, installed or in service during the Term at the speeds shown in Attachment A. Each channel is subject to a Circuit Minimum Service Term ("CMST"). Channels with bandwidths of DS1 and lower are subject to a CMST of 6 months. Channels with bandwidths of DS3 or greater are subject to a CMST of 1 year. BellSouth will charge Customer, and Customer shall pay, all waived NRCs associated with a Private Line channel which has not fulfilled the CMST upon termination of the Customer's CPA or upon disconnect of such Private Line channel.

BellSouth Proprietary Information  
RESTRICTED



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

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Customer Name: LA Weightloss  
Contract Number: BSLD-0106-168  
Proposal Date: January 19, 2006

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5.5. In accordance with the Federal Communications Commission's (FCC) rules for the Schools and Libraries, certain organizations may be entitled to discounts on eligible telecommunication services. Both applicant and service provider must sign and retain records of said transaction for a period of 5 years. All guidelines/conditions are available at <http://www.sl.universalservice.org/> and subject to approval from Universal Service Administrative Company (USAC).

**6. OTHER TERMS AND CONDITIONS.**

A. Services are for use by Customer only and are not available for resale.

B. By executing this CPA, Customer hereby grants a Letter of Agency to BellSouth to act on its behalf for ordering access services and affirms its exempt status with regard to Special Access as defined in Section 7.4 of the BellSouth Long Distance Pricing Guide.

C. BellSouth Long Distance will issue a \$5,500 Credit in billing month 3 after the Commencement Date. Should BellSouth terminate this CPA due to Customer's material breach, or Customer terminate this CPA or cease to use Services to a material extent (unless due to BellSouth's material failure), Customer will payback BellSouth, in addition to all other charges, all credits issued.

**BellSouth Proprietary Information**  
**RESTRICTED**



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Siebel No. \_\_\_\_\_

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Customer Name: LA Weightloss  
Contract Number: BSLD-0106-168  
Proposal Date: January 19, 2006

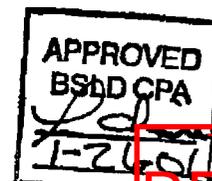
Any product or Service provided to Customer by BellSouth during the Term that is not the subject of fixed or discounted pricing under this CPA; is not a Service identified in Section 1 of this CPA; or is not the subject of a separate written agreement between the parties, shall be billed to Customer by BellSouth in accordance with the relevant Governing Document applicable to such product or Service.

**Commencement Date**

In order to become effective, this CPA must be executed by a duly authorized representative of Customer and delivered to an authorized representative of BellSouth within thirty (30) days of the Proposal Date stated above; and thereafter executed by a duly authorized representative of BellSouth. This CPA shall be effective upon the signature date of the last party to sign and the Term shall commence on the first day of the next billing month following the earlier to occur of: (1) Ninety (90) days after this CPA is signed by both Parties; or (2) the date on which a Service Component ordered hereunder is installed at a Customer location or activated in the case of calling card. For purposes of this CPA, a "Service Component" shall mean a Service port, PVC, private line, dedicated access circuit, packet service line, PIC change, or activation of calling card. Any modification(s), interlineation(s), addition(s) supplement(s) and/or other change(s) to this CPA by Customer is subject to subsequent approval by a duly authorized representative of BellSouth.

<b>BELLSOUTH BUSINESS SYSTEMS, INC. on behalf of BELLSOUTH LONG DISTANCE, INC.</b>	<b>CUSTOMER FULL LEGAL BUSINESS NAME: LA WEIGHTLOSS</b>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Printed Name: <u>Ron Friday</u>	Printed Name: <u>NEAL Smith</u>
Title: <u>Sr. Director, Pricing and Policy Strategy</u>	Title: <u>PRESIDENT</u>
Date: <u>1/30/06</u>	Title: <u>1-28-06</u>
Address: <u>2180 Lake Blvd</u>	Date: <u>TWO CHASE CORPORA DR</u>
<u>Atlanta, GA 30319</u>	Address: <u>HOUSA AL 35214</u>

BellSouth Proprietary Information  
RESTRICTED



**BellSouth Long Distance, Inc.**  
**Customized Pricing Arrangement (CPA)**

Stebel No. \_\_\_\_\_

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Customer Name: LA Weightloss  
Contract Number: BSLD-0106-168  
Proposal Date: January 19, 2006

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**ATTACHMENT A: PRICE SHEET**

BellSouth will charge Customer, and Customer shall pay, a fixed Net Effective rate in the applicable amount from the rate tables listed below for its BellSouth Long Distance Services Charges. The rates listed below are inclusive of all standard Term/Volume discounts set forth in the Governing Documents applicable to the BellSouth Long Distance Services listed. All other rates, taxes, surcharges and/or fees not specifically referenced herein, will be priced in accordance with the Governing Documents.

**Domestic Voice - Interstate / Intrastate:**

<u>Jurisdiction</u>	<u>Outbound Switched</u>	<u>Inbound Switched</u>
Interstate Non-Jurisdictional Rates)		
Kentucky	\$0.0550	\$0.0550
(Intrastate Non-Jurisdictional Rates)		

**BellSouth Proprietary Information  
RESTRICTED**

TARIFF BRANCH  
**RECEIVED**  
2/10/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

BellSouth Long Distance, Inc.  
Customer Name: Maximus, Inc.  
Contract Number: BSLD-1205-150  
Proposal Date: December 15, 2005

Page 1

**3rd AMENDMENT TO THE  
CUSTOMIZED PRICING ARRANGEMENT NO. BSLD-0505-185**

This 3<sup>rd</sup> amendment (the "Amendment") to Customized Pricing Arrangement Number BSLD-0505-185 (the "CPA"), by and between Customer and BellSouth, is made and entered into as of the effective date of the Amendment.

**WITNESSETH:**

**WHEREAS**, Customer and BellSouth entered into the CPA and now both wish to amend certain provisions of the CPA;

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and BellSouth, intending to be legally bound hereby, agree as follows:

1. Any and all defined terms used and not defined herein shall have the meanings ascribed to them in the CPA.
2. Attachment A of the CPA, "Price Sheet" is deleted in its entirety and is replaced with the following text:

**ATTACHMENT A: PRICE SHEET**

BellSouth will charge Customer, and Customer shall pay, a fixed Net Effective rate in the applicable amount from the rate tables listed below for its BellSouth Long Distance Services Charges. The rates listed below are inclusive of all standard Term/Volume discounts set forth in the Governing Documents applicable to the BellSouth Long Distance Services listed. All other rates, taxes, surcharges and/or fees not specifically referenced herein, will be priced in accordance with the Governing Documents.

**Domestic Voice - Interstate / Intrastate:**

<u>Jurisdiction</u>	<u>Outbound Dedicated</u>	<u>Outbound Switched</u>	<u>Inbound Dedicated</u>	<u>Inbound Switched</u>
(Intrastate Non-Jurisdictional Rates)				

Kentucky	\$0.0300	\$0.0500	\$0.0300	\$0.0500
(Intrastate Non-Jurisdictional Rates)				



BellSouth Long Distance, Inc.  
Customer Name: Maximus, Inc.  
Contract Number: BSLD-1205-150  
Proposal Date: December 15, 2005

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**(Intrastate Non-Jurisdictional Rates)**

**The following Monthly Recurring Charges (MRC) will apply for each interstate Dedicated Access local channel at the NPA-NXXs listed below:**

**Dedicated Access - DS1:\*\*  
(Non-Jurisdictional NPA/NXX Information)**

3. Except as expressly modified in this Amendment, all other terms and conditions of the CPA shall remain in full force and effect.



BellSouth Long Distance, Inc.  
Customer Name: Maximus, Inc.  
Contract Number: BSLD-1205-150  
Proposal Date: December 15, 2005

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**Amendment Effective Date**

In order to become effective, this Amendment must be executed by a duly authorized representative of Customer and delivered to an authorized representative of BellSouth within 30 days of the Proposal Date stated above; and thereafter executed by a duly authorized representative of BellSouth. The Amendment will be effective on the first day of the customer's second billing cycle following acceptance by BellSouth. Any modification(s), interlineation(s), addition(s) supplement(s) and/or other change(s) to this Amendment is subject to subsequent approval by a duly authorized representative of BellSouth.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment to be executed by a duly authorized officer as of the day and year first above written.

<b>BELLSOUTH BUSINESS SYSTEMS, INC. on behalf of BELLSOUTH LONG DISTANCE, INC.</b>	<b>MAXIMUS, INC.</b>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <b>Ron Friday</b>	Name: <b>Paul Mack</b>
Title: <b>Senior Director, Pricing and Policy Strategy</b>	Title: <b>Chief Administrative Officer</b>
Date: <u>1/25/06</u>	Date: <b>Jan 11, 2006</b>
Address: <b>2180 Lake Boulevard NE Atlanta, Georgia 30319</b>	Address: <b>11419 Sunset Hills Road Reston, VA 20190</b>

APPROVED  
BSLD CPA  
KC - ec  
1/24/06

TARIFF BRANCH  
**RECEIVED**  
2/10/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY